

Insure form is completely filled out, signed, and notarized prior to submittal.

**STATE OF MONTANA LAND SALE
OFFER TO PURCHASE AND BID DEPOSIT RECEIPT**

The undersigned Potential Bidder offers to purchase from the State of Montana, by and through the State Board of Land Commissioners and the Montana Department of Natural Resources and Conservation (hereafter referred to as "Seller") the real property described below upon the terms and conditions set forth herein should the Potential Bidder's offer be accepted by the Seller.

Potential Bidder (s) _____
as ☐ joint tenants with rights of a survivorship, ☐ tenants in common, ☐ single in his/her own right, ☐ other _____ (hereinafter called "Bidder") offers to purchase the following described real property (hereinafter referred to as "Property") legally described as:

A tract of land lying in the NW4NW4 of Section 35, Township 8 North, Range 47 East, more particularly described as follows: Beginning at a point on the north line of said Sec 35 lying S89°49'43"E, a distance of 59.93' from the NW corner of said section 35; thence continue easterly along said line, a distance of 895.70'; thence S00°24'24"E, a distance of 832.33'; thence N89°59'44", a distance of 339.58'; thence N02°21'48"E, a distance of 25.32'; thence N89°54'32"W, a distance of 1.50' to a witness corner; thence continue westerly along said line, a distance of 219.25'; thence N89°14'50"W, a distance of 346.31' to the easterly right-of-way line of Haynes Avenue; thence N00°04'09"W along said right-of-way line, a distance of 92.10'; thence N13°16'30"W along said right-of-way line a distance of 61.63'; thence N00°10'21"W along said right of way line, a distance of 520'; thence N13°57'32"E along said right of way line, a distance of 82.45'; thence N00°06'40"W along said right-of-way line, a distance of 52.66' to the POINT OF BEGINNING, containing 745,683 square feet or 17.119 acres, more or less.

Should the Seller accept the bid of the above-described Bidder for the purchase of the above-described real property, the Seller and the Bidder, hereby agree that:

1. On or before 30 days after the auction, Bidder shall pay any balance owed on the purchase price in accordance with §77-2-329, MCA, and any closing costs associated with the sale. Receipt by the Seller of the full balance owed constitutes the effective date of sale. If payment is not made in accordance with §77-2-329, MCA, Bidder forfeits their bid deposit, which is being held by the Seller.
2. Bidder shall be responsible for making any and all payments to Custer County for taxes and/or assessments, if any, levied against the property for the current tax year.
3. The Buyer represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.
4. The department shall retain the bid deposit of the successful bidder, which will be applied toward the purchase price. The department shall return the bid deposits of all unsuccessful bidders within ten business days following the auction.
5. Where no bids are received at auction each bid deposit shall be returned to the bidder who submitted it to the department.
6. State retains any/all access easements for itself across the parcel unless specifically stated otherwise.
7. Purchaser assumes all responsibility and liability for the property, buildings, and any contents (i.e., asbestos, hazard mitigation, etc.). It is the purchaser's responsibility to examine the property and take such other steps as may be necessary to ascertain the exact character and location of the property and improvements. Purchaser assumes all responsibility and liability to comply with applicable law. In addition, DNRC makes no warranties, either express or implied, nor assumes or retains any liability whatsoever, regarding the social, economic, safety, human health, or environmental aspects of the property, to include, without limitation, the soil conditions, water drainage, physical access, environmental mitigation, natural or artificial hazards which may or may not exist, or the merchantability, suitability or profitability of the property for any use or purpose. **This property is offered "AS IS".**
8. Conditions of title may change before the auction. At the auction, if title conditions have changed, bidders will be provided with an updated Land Status Report and the parcel will be sold subject to the updated Report.
9. Other Conditions: The following deed restrictions apply to the property:
 - Property not to be used for the purposes of gambling or the sale of alcohol.
 - Buyer will install a security fence (at least 12 feet in height) between the south side of the corner property and the current Pine Hills campus as a barrier.
 - Access to the property will not be allowed through the current Haynes Avenue access to Pine Hills. Two acceptable access points presently exist (an additional Haynes Avenue access and Leighton Boulevard).

Insure form is completely filled out, signed, and notarized prior to submittal.

10. This agreement constitutes the entire agreement between the parties and no representations, statements, or promises, whether oral or written, made by either party or their agent, shall be binding or valid unless it is written and signed by both parties.

The Bidder hereby verifies that they have read and understood the provisions of this agreement.

_____ Bidder	_____ Tax ID Number	_____ Date
-----------------	------------------------	---------------

_____ Bidder	_____ Tax ID Number	_____ Date
-----------------	------------------------	---------------

Amount of Bid Deposit Enclosed \$_____

Subscribed and sworn to before me this _____ day of _____ , 200__

(Signature)

(Printed name)

Notary Public for the State of _____

Residing at _____ (City)

My commission expires _____

(Month, Day, Year)

Mary Sexton, Director
Montana DNRC

Date